



INVITATION TO BID NO: 10-X-2213456

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

REQ. AGENCY : 016000
HUMAN RESOURCES
AGENCY REQ. NO. :
T-NUMBER : TA013
DATE ISSUED : 10/26/09
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1430668
BUYER NAME : JAERI ELLIS

FOR: PROCESS SERVING OF LEGAL DOC.
CHILD SUPPORT PROGRAM

BUYER PHONE NO. : (334) 242-7259-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 11/10/09 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 11/12/09 TIME: 2:00 PM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: _____
INTERNET WEBSITE: _____
6. GENERAL CONTRACTOR'S LICENSE NO: _____
TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE
ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
P O BOX 302620
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA
DIVISION OF PURCHASING
RSA UNION BUILDING
100 N. UNION ST., SUITE 192
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

_____ DAY OF _____

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: _____

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY BUSINESSES IN THE TECHNICAL COMPLETION OF REQUIRED FORMS MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 09/18/09

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

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INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

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AWARD:

AWARD WILL BE BY GROUPS OF ITEMS (AS INDICATED) TO THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS. SINCE THE SUCCESSFUL BIDDER WILL BILL THE STATE FOR MILEAGE AS OUTLINED IN THE FIRM PRICING TERM AND CONDITION, THE PROCESS SERVING PRICE WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER MEETING ALL SPECIFICATIONS IN THE GROUPING.

ASSIGNMENT OF CONTRACT:

THE AWARDED CONTRACT VENDOR MAY NOT SUB-CONTRACT HIS SERVICES TO ANOTHER VENDOR. ONLY THE AWARDED CONTRACT VENDOR WILL BE PAID FOR SERVICES RENDERED.

LIABILITY INSURANCE:

THE CONTRACT VENDOR AGREES TO CARRY AND KEEP IN FORCE AT ALL TIME THE FOLLOWING INSURANCE: GENERAL LIABILITY AND INDEMNITY IN AN AMOUNT NOT LESS THAN \$50,000.00 FOR EACH OCCURRENCE. THE INSURANCE MUST REMAIN IN EFFECT THE ENTIRE TIME OF EACH CONTRACT PERIOD.

THE CONTRACT VENDOR SHALL INDEMNIFY AND HOLD HARMLESS THE DEPARTMENT OF HUMAN RESOURCES FOR ANY LOSS, DAMAGE, INJURIES, OR CASUALTY OF ANY ANY KIND TO PERSON OR PROPERTY RESULTING FROM ACTIONS OF THE CONTRACT VENDOR, HIS AGENTS, OR EMPLOYEES.

INSURANCE CERTIFICATE SHOULD BE PROVIDED WITH THE BID. FAILURE TO DO SO WILL DELAY EVALUATION AND AWARD. THE AWARDED CONTRACT VENDOR MUST PROVIDE A VALID INSURANCE CERTIFICATE SHOWING THE STATE OF ALABAMA, DEPARTMENT OF FINANCE, DIVISION OF PURCHASING, P O BOX 302620, MONTGOMERY, AL 36130-2620 AS THE CERTIFICATE HOLDER BEFORE AWARD WILL BE MADE. INSURANCE CERTIFICATE SHOULD ALSO REFERENCE THE INVITATION TO BID NUMBER LISTED ON PAGE 1 OF THIS INVITATION TO BID.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, THIRD, FOURTH, AND FIFTH 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND, THIRD, OR FOURTH 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST, SECOND, THIRD, OR FOURTH 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

REQUESTED INFORMATION:

ANY ADDITIONAL INFORMATION REQUESTED FROM A VENDOR MUST BE PROVIDED WITHIN FIVE (5) BUSINESS DAYS FROM RECEIPT OF REQUEST. THIS INCLUDES INSURANCE CERTIFICATE, FORMS, AND ANY OTHER INFORMATION NECESSARY TO EVALUATE THE BID OR TO MAINTAIN THE CONTRACT.

UPON REQUEST, THE CONTRACTED VENDOR MUST PROVIDE THE DHR COUNTY OFFICE WITH AN ACTIVE E-MAIL ADDRESS. DUE TO CERTAIN COMMUNICATIONS THAT ARE REQUIRED TO TAKE PLACE BETWEEN THE CONTRACTED VENDOR AND THE DHR COUNTY OFFICE, THE CONTRACTED VENDOR MUST MAINTAIN AN ACTIVE E-MAIL ADDRESS AT ALL TIME DURING EACH CONTRACT PERIOD. FAILURE TO MAINTAIN AN ACTIVE E-MAIL ADDRESS IS A DEFICIENCY IN PERFORMANCE AND WILL RESULT IN THE TERMINATION OF THE CONTRACT AS OUTLINED IN SPECIFICATION 961D02-7 (MONITORING OF SERVICE AND PERFORMANCE).

FIRM PRICING:

ALL PRICES QUOTED MUST BE FIRM FOR A PERIOD OF ONE (1) YEAR FROM OCTOBER 1, OF THE CURRENT YEAR TO SEPTEMBER 30, OF THE FOLLOWING YEAR.

** NOTE: IT IS NOT NECESSARY TO PUT A PRICE FOR MILEAGE ON THE MILEAGE RATE LINE OF THIS ITB. INSTEAD, EACH MONTH THE

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CONTRACTED VENDOR WILL BILL THE STATE FOR MILEAGE AT A RATE NOT TO EXCEED THE AUTHORIZED RATE OF 50.5 CENTS PER MILE AS OUTLINED IN SPECIFICATION 961D02-6.A (REIMBURSEMENT FOR MILEAGE). THE CONTRACTED VENDOR MUST CONTACT THE DHR COUNTY OFFICE WITH ANY QUESTIONS CONCERNING THE MILEAGE RATE PRIOR TO BILLING.

PURPOSE:

ESTABLISH A CONTRACT FOR PROCESS SERVING OF LEGAL DOCUMENTS FOR VARIOUS COUNTY DEPARTMENT OF HUMAN RESOURCES OFFICES/CHILD SUPPORT PROGRAM THROUGHOUT THE STATE OF ALABAMA.

FOR A MORE COST EFFECTIVE AND EFFICIENT SERVICING PROCESS, IF A VENDOR WISHES TO BID ON A COUNTY OTHER THAN AN ADJOINING COUNTY TO THE VENDOR'S BUSINESS ADDRESS AS SHOWN ON PAGE 1 OF THIS INVITATION TO BID THE VENDOR MUST HAVE A BUSINESS ADDRESS IN THAT NON-ADJACENT COUNTY. THE VENDOR MUST PROVIDE A NOTARIZED AFFIDAVIT OF THAT BUSINESS ADDRESS IN THE NON-ADJACENT COUNTY CONSISTING OF THE FOLLOWING INFORMATION:

1. THE VENDOR'S BUSINESS NAME
2. THE VENDOR'S BUSINESS ADDRESS
3. THE COUNTY OF THE BUSINESS ADDRESS AND THE COUNTY OF THE VENDOR'S BUSINESS ADDRESS AS SHOWN ON PAGE 1 OF THIS INVITATION TO BID. FOR EXAMPLE, COUNTY OF NON-ADJACENT BUSINESS (MONTGOMERY), AND COUNTY OF ADDRESS ON PAGE 1 OF THIS ITB (CHILTON).
4. THE TELEPHONE NUMBER AT THE BUSINESS ADDRESS
5. A FAX NUMBER AT THE ADDRESS (IF APPLICABLE)
6. AN E-MAIL ADDRESS

THIS INFORMATION MUST BE PROVIDED WITH THE VENDOR'S BID. IF THE VENDOR FAILS TO PROVIDE THIS REQUIRED INFORMANTION WITH THEIR BID, THE VENDOR BID ON THAT LINE ITEM WILL BE REJECTED.

QUANTITY:

THE EXACT QUANTITIES OF SERVES AND MILES ARE UNKNOWN. THE DIVISION OF PURCHASING DOES NOT GUARANTEE THE STATE WILL BUY ANY AMOUNT. ORDERS FOR PROCESS SERVES WILL BE PLACED BY DHR COUNTY OFFICES AS NEEDED.

***** NOTE: DUE TO POSSIBLE BUDGETARY CONSTRAINTS, DHR COUNTY OFFICES MAY USE COUNTY SHERIFFS' AND/OR DISTRICT ATTORNEYS' STAFF TO PROVIDE THESE SERVICES. SOME COUNTIES USE THEM EXCLUSIVELY, WHILE OTHERS USE THEM LESS OFTEN OR RARELY.

VENDORS INTERESTED IN BIDDING SHOULD CONTACT THE DHR OFFICE OF THE COUNTY (OR COUNTIES) FOR WHICH THEY WISH TO BID TO DETERMINE THAT COUNTY'S CURRENT METHOD OF OPERATION AND THEIR INTENT FOR THE UPCOMING FISCAL YEAR.

DHR COUNTIES MAY BE CONTACTED THROUGH THEIR WEBSITE AT WWW.SHR.STATE.AL.US/COUNTIES.HTM.

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***** SPECIFICATIONS 961D02 *****

PROCESS SERVING SPECIFICATIONS FOR THE DEPARTMENT OF HUMAN RESOURCES CHILD SUPPORT PROGRAM (HEREINAFTER CALLED THE COUNTY DHR) FOR THE TIME PERIOD SPECIFIED ON THE AGENCY TERM CONTRACT AWARD:

1. THE CONTRACT VENDOR SHALL EMPLOY COMPETENT PERSONNEL TO PROVIDE THE SERVING OF SUMMONS, COMPLAINTS, NOTICE OF HEARINGS AND OTHER PLEADINGS ON DEFENDANTS, GUARDIANS, AND OTHER SPECIFIED INDIVIDUALS REFERRED BY THE DEPARTMENT OF HUMAN RESOURCES.
2. CONTRACTOR'S PERSONNEL MUST HAVE A MIN. OF THREE YEARS' EXPERIENCE AS PROCESS SERVER OR SIMILAR EXPERIENCE WITH A CITY POLICE DEPARTMENT, COUNTY SHERIFF DEPARTMENT, STATE DEPARTMENT OF PUBLIC SAFETY, OR OTHER OFFICIAL LAW ENFORCEMENT AGENCY. HE/SHE MUST ALSO BE KNOWLEDGEABLE OF STATE AND FEDERAL LAWS, LOCAL STATUTES AND ORDINANCES RELATING TO THE SERVING OF LEGAL PROCESSES, INCLUDING BUT NOT LIMITED TO RULE 4 THROUGH 4.4 OF THE ALABAMA RULES OF CIVIL PROCEDURE. THE CONTRACT VENDOR AGREES THAT THE SERVICE COVERED BY THIS CONTRACT SHALL BE PERFORMED BY QUALIFIED COMPETENT PERSONS, AS DESCRIBED ABOVE, AND THE CONTRACT VENDOR SHALL SUPERVISE AND MONITOR THEIR PERFORMANCE TO ASSURE THAT THEY PERFORM RESPONSIBLY IN ACCORDANCE WITH THE LAWS AND RULES, AS DESCRIBED ABOVE.
3. THE CONTACT VENDOR AGREES NOT TO EMPLOY ANY INDIVIDUAL AS PROCESS SERVER, IF SUCH INDIVIDUAL HAS EVER BEEN CONVICTED OF A FELONY OR MISDEMEANOR (OTHER THAN A VIOLATION INVOLVING A MOTOR VEHICLE OR TRAFFIC LAW).

THE CONTRACT VENDOR AGREES THAT DHR MAY REFUSE THE SERVICES OF ANY SUCH INDIVIDUAL (PROCESS SERVER) EMPLOYED BY THE CONTRACT VENDOR. THE TERMS EMPLOY, EMPLOYEE, AND EMPLOYED SHALL INCLUDE THE CONTRACT VENDOR, ASSOCIATES, AGENTS OR ANY PERSONS WHO PROVIDE PROCESS SERVICE FOR THE CONTRACT VENDOR.

4. THE CONTRACT VENDOR AGREES THAT INFORMATION PROVIDED BY THE DEPARTMENT OF HUMAN RESOURCES SHALL BE CONFIDENTIAL AND USED SOLELY FOR THE PURPOSE OF PROCESS SERVING AND SHALL NOT BE USED FOR ANY OTHER PURPOSE NOR DIVULGED TO ANY PERSON FOR ANY OTHER PURPOSE THAN THAT OF SERVICE OF PROCESS PURSUANT TO THIS CONTRACT.
5. SERVICES TO BE PROVIDED:
 - A. SERVE SUMMONS, COMPLAINTS, NOTICE OF HEARINGS, PLEADINGS, AND ANY OTHER LEGAL DOCUMENTS REQUIRED FOR THE COUNTY DHR CHILD SUPPORT PROGRAM ON DEFENDANTS, GUARDIANS, AND OTHER INDIVIDUALS SPECIFIED BY THE DEPARTMENT. PROCESS SERVICE TO BE AVAILABLE ON A STATEWIDE BASIS FOR CASES WHEN NEEDED.
 - B. DELIVER THE RETURN OF PROCESS TO THE APPROPRIATE COURT WITHIN 24 HOURS AFTER SUCCESSFUL SERVICE.
 - C. NOTIFY THE COUNTY DHR IN WRITING, WITHIN 48 HOURS OF EACH ATTEMPTED SERVICE. ONLY TWO ATTEMPTS SHALL BE MADE TO CONSIDER THE SERVICE AS UNSUCCESSFUL, AFTER WHICH, THE DHR COUNTY OFFICE MUST BE GIVEN NOTICE IN ORDER TO DO A RELOCATION OF THE INDIVIDUAL. MILEAGE WILL NOT BE PAID FOR MORE THAN TWO ATTEMPTED SERVICES WITHOUT A RELOCATION OF THE INDIVIDUAL BY THE DHR COUNTY OFFICE.
 - D. PROVIDE A MONTHLY SERVICE REPORT AND ITEMIZED INVOICE OF SUCCESSFUL SERVICES NOT LATER THAN THE 15TH OF THE FOLLOWING MONTH TO INCLUDE:
 1. CASE NAMES AND NUMBERS.
 2. NAME OF PERSON SERVED OR TO BE SERVED.
 3. DATE AND LOCATION OF SERVICE.

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4. COPY OF RETURN OF SERVICE ON EACH SUCCESSFUL SERVICE CASE BILLED.
5. ITEMIZED MILEAGE REIMBURSEMENT STATEMENT SHOWING MILEAGE BY CASE(S).
6. COPIES OF ATTACHED FORMS CSED 0901, 0902, AND 0903, AS WELL AS, OTHER REPORTS/FORMS THAT MAY BE REQUESTED BY THE DHR COUNTY OFFICE. FORMS CSED 0901, 0902, AND 0903 MUST BE SUBMITTED WITH EACH MONTHLY ITEMIZED INVOICE. THE CONTRACTED VENDOR SHOULD MAKE COPIES OF THESE FORMS TO HAVE ON HAND, OR TO OBTAIN COPIES OF THESE FORMS CONTACT THE COUNTY DHR OFFICE

E. APPEAR IN COURT AS A WITNESS FOR DHR WHEN SUBPEONED OR REQUESTED BY DHR OR BY THE ATTORNEY FOR THE CHILD SUPPORT PROGRAM.

6. PAYMENT FOR SERVICES PROVIDED:

A. REIMBURSEMENT FOR MILEAGE FROM POINT OF RECEIPT OF DOCUMENT(S) TO THE POINT OF RETURN DELIVERY OF PROCESS TO THE APPROPRIATE COURT WILL BE PAID AT A RATE NOT TO EXCEED THE AUTHORIZED MILEAGE RATE OF 50.5 CENTS PER MILE. MILEAGE PER SERVICE MUST NOT EXCEED 200 MILES ONE WAY WITHOUT PRIOR APPROVAL FROM THE COUNTY DHR OFFICE. IF ADDITIONAL MILEAGE IS REQUIRED, THE CONTRACTED VENDOR MUST CONTACT THE COUNTY DHR CHILD SUPPORT SUPERVISOR VIA E-MAIL ADVISING THEM OF THE SITUATION. IF THE ADDITIONAL MILEAGE IS APPROVED, THE COUNTY DHR CHILD SUPPORT SUPERVISOR WILL E-MAIL THE CONTRACTED VENDOR AUTHORIZING THE ADDITIONAL MILEAGE. A COPY OF THE E-MAIL AUTHORIZING THE ADDITIONAL MILEAGE MUST BE ATTACHED TO THE CONTRACTED VENDOR'S MONTHLY ITEMIZED INVOICE OR THE ADDITIONAL MILEAGE WILL NOT BE PAID. MILEAGE REIMBURSEMENT SHALL ALSO INCLUDE TRIPS FOR UNSUCCESSFUL ATTEMPT(S) OF SERVICE, HOWEVER, ONLY TWO UNSUCCESSFUL ATTEMPTS WILL BE ALLOWED WITHOUT A RELOCATION OF THE INDIVIDUAL FROM THE COUNTY DHR OFFICE. MILEAGE FOR SERVICES MUST BE COMBINED WHEN TWO OR MORE SERVICES ARE IN THE SAME VICINITY.

B. PAYMENT FOR CASES SERVED WILL BE MADE AT THE ACCEPTED BID RATE FOR EACH SERVICE UPON RECEIPT BY THE COUNTY DHR OFFICE OF AN ITEMIZED INVOICE AS OUTLINED IN 5.D.1 THROUGH 6 ABOVE.

C. MONTHLY ITEMIZED INVOICES MUST BE SUBMITTED TO THE COUNTY DHR OFFICE FOR APPROVAL. THE DHR COUNTY CHILD SUPPORT FIELD SUPERVISOR WILL REVIEW INVOICES PRIOR TO SUBMITTING THEM TO THEIR DIRECTOR FOR APPROVAL. UPON APPROVAL INVOICES WILL THEN BE SUBMITTED TO DHR FINANCE FOR PAYMENT. INVOICES THAT ARE NOT SUBMITTED ON TIME, OR SUBMITTED INCOMPLETE WILL ONLY DELAY THE REIMBURSEMENT PROCESS. HABITUALLY LATE AND INCOMPLETE SUBMITTED INVOICES ARE DEFICIENCIES IN PERFORMANCE AND WILL RESULT IN TERMINATION OF THE CONTRACT AS OUTLINED IN (7) BELOW.

D. PAYMENT FOR WITNESS FEE WILL BE THE SAME AMOUNT AS THE SERVICE FEE.

7. MONITORING OF SERVICE AND PERFORMANCE

MAPQUEST WILL BE UTILIZED TO CHECK AND MONITOR MILEAGE FROM POINT A TO POINT B, ETC. MAPQUEST WILL ALSO BE UTILIZED TO DETERMINE THAT A REASONABLE EFFORT WAS MADE BY THE CONTRACTED VENDOR TO SERVICE AS MANY INDIVIDUALS IN THE SAME VICINITY WITHOUT CHARGING ADDITIONAL MILEAGE. CONFIRMED INVALID DISCREPANCIES IN SUBMITTED CHARGES FOR MILEAGE WILL RESULT IN THE CANCELLATION OF THE CONTRACT.

PROBLEMS AND DEFICIENCIES IN PERFORMANCE WILL BE PROVIDED TO THE CONTRACTED VENDOR IN WRITING FROM THE DHR PURCHASING OFFICE. THE CONTRACTED VENDOR WILL THEN HAVE 5 BUSINESS DAYS TO RESPOND TO THE PROBLEMS/DEFICIENCIES. IF PROBLEMS/DEFICIENCIES ARE FOUND TO BE VALID, THE CONTRACTED VENDOR WILL BE GIVEN 10 BUSINESS DAYS IN WHICH TO CORRECT THE PROBLEMS/DEFICIENCIES. FAILURE TO CORRECT THE

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T-NUMBER : TA013

RETURN DATE: 11/10/09 TIME: 5:00 PM

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INVITATION TO BID

PROBLEMS/DEFICIENCIES WILL RESULT IN THE TERMINATION OF THE CONTRACT. HABITUAL PROBLEMS/DEFICIENCIES OF THE SAME SCOPE WILL RESULT IN THE TERMINATION OF THE CONTRACT.

8. TERMINATION OF CONTRACT:

THIS CONTRACT MAY BE TERMINATED BY THE STATE OF ALABAMA DIVISION OF PURCHASING FOR JUSTIFIABLE CAUSE BY GIVING THE CONTRACTED VENDOR 72 HOURS WRITTEN NOTICE.

SPECIAL NOTE TO ALL VENDORS

PLEASE NOTE THE BID COPY REQUIREMENT ON PAGE 2 ITEM #7 OF THIS ITB. ALL VENDORS BIDDING ON THIS ITB MUST PROVIDE A COMPLETE COPY OF THEIR BID WHICH INCLUDE COPIES OF ANY DOCUMENTATION ATTACHED TO THE ORIGINAL BID MUST BE ATTACHED TO THE BID COPY.

FAILURE TO PROVIDE THE REQUIRED BID COPY INCLUDING ANY DOCUMENTATION ATTACHED TO THE ORIGINAL BID WILL RESULT IN THE REJECTION OF THE BID.

PRICE SHEET

VENDOR NAME :

VENDOR NUMBER: -

ITB NO. : 10-X-2213456

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OPEN DATE : 11/12/09 TIME: 2:00 PM

T-NUMBER : TA013

RETURN DATE: 11/10/09 TIME: 5:00 PM

INVITATION TO BID

LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW:					
SHIP TO: R1 /					
STATEWIDE					
----- --- BEGIN GROUPING LINES: 00001 -----					
00001	COMMODITY CODE: 961-50-057429 PROCESS SERVING, LEGAL DOCUMENT TO EFFECT PROCESS OF SERVICE. IN ACCORDANCE WITH ALABAMA RULES OF CIVIL PROCEDURE. CHILD SUPPORT PROGRAM. PER SPECIFICATION 961D02 SHIP TO: R57 / RUSSELL CO	1	EA		
00002	COMMODITY CODE: 961-50-087445 MILEAGE RATE PROCESS SERVICE MILEAGE REIMBURSEMENT NOT TO EXCEED STATE RATE PER SPECIFICAT- IONS 961D02 SHIP TO: R57 / RUSSELL CO	1	MILE		
----- ---END GROUPING LINES: 00001 - 00002 -----				GRP TOTAL	
----- --- BEGIN GROUPING LINES: 00003 -----					
00003	COMMODITY CODE: 961-50-057429 PROCESS SERVING, LEGAL DOCUMENT TO EFFECT PROCESS OF SERVICE. IN ACCORDANCE WITH ALABAMA RULES OF CIVIL PROCEDURE. CHILD SUPPORT PROGRAM. PER SPECIFICATION 961D02 SHIP TO: 016000 / 016P11 HUMAN RESOURCES CHEROKEE COUNTY DHR & FS 202 HOSPITAL AVE CENTRE AL 35960-0027	1	EA		
00004	COMMODITY CODE: 961-50-087445 MILEAGE RATE PROCESS SERVICE MILEAGE REIMBURSEMENT NOT TO EXCEED STATE RATE PER SPECIFICAT- IONS 961D02 SHIP TO: 016000 / 016P11 HUMAN RESOURCES CHEROKEE COUNTY DHR & FS 202 HOSPITAL AVE CENTRE AL 35960-0027	1	MILE		
----- ---END GROUPING LINES: 00003 - 00004 -----				GRP TOTAL	
PAGE TOTAL					
BID TOTAL					